

Clearly, since there is no cable television facilities on this pole, the survey was done solely for Entergy's benefit. It seems to me that if Entergy finds this information important enough to collect for its own purposes, then a significant part—if not all—of the information it collects on poles with cable television attachments is also collected for Entergy's benefit.

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

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JUN 10 2005

Federal Communication Commission
Bureau / Office

In the Matter of

ARKANSAS CABLE
TELECOMMUNICATIONS ASSOCIATION;
COMCAST OF ARKANSAS, INC.; BUFORD
COMMUNICATIONS I, L.P. d/b/a
ALLIANCE COMMUNICATIONS
NETWORK; WEHCO VIDEO, INC.; and
TCA CABLE PARTNERS d/b/a COX
COMMUNICATIONS,

Complainants

v.

ENTERGY ARKANSAS, INC.

Respondent.

File No. EB-05-MD-004

REPLY DECLARATION OF JEFF GOULD

I declare under the penalty of perjury of the laws of the United States that the foregoing Reply Declaration is true and correct.

Date: 6/9/05

Jeff Gould
JEFF GOULD

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
ARKANSAS CABLE)	
TELECOMMUNICATIONS ASSOCIATION;)	
COMCAST OF ARKANSAS, INC.; BUFORD)	
COMMUNICATIONS I, L.P. d/b/a)	File No. EB-05-MD-004
ALLIANCE COMMUNICATIONS)	
NETWORK; WEHCO VIDEO, INC.; and)	
TCA CABLE PARTNERS d/b/a COX)	
COMMUNICATIONS,)	
)	
<i>Complainants</i>)	
)	
v.)	
)	
ENTERGY ARKANSAS, INC.)	
)	
<i>Respondent.</i>		

REPLY DECLARATION OF JEFF GOULD

I, JEFF GOULD, hereby declare:

1. I am over eighteen and competent to give testimony in this matter.
2. I am Director of Engineering for Cox Communications for the Greater Arkansas region.
3. In my capacity as Director of Engineering, I am responsible for construction design and engineering. My responsibilities also include acting as a primary contact to utility companies and other pole owners regarding pole attachment and construction issues.

4. In my capacity as Director of Engineering, I have become involved in the dispute giving rise to the above-captioned complaint.

5. I incorporate, by reference, my Declaration that was incorporated in the complaint.

Outage Reports and Trouble Tickets

6. I personally reviewed the summary charts of the service outages. Entergy provided with Exhibit 93. Entergy listed the incidents without power outages or blinks as “false” outages. According to the charts, actual outages are where customers experienced a loss of power or a blink.

7. I also reviewed Exhibit 93. That exhibit showed that only 90 were true outages. Additionally, in reviewing the outage reports, I saw nothing indicating that the outages had any causal connection to Cox’s facilities. Indeed, most of the reports do not involve cable plant at all.

8. In my experience, these “outage reports” are usually referred to as “trouble tickets” or “truck roll reports.” And, as far as I know, “trouble tickets” or “truck roll reports” are generated every time a utility receives any kind of report from customers or any person who sees a downed line or experiences a power outage, including cable employees. I do not believe Entergy’s characterization of these all as “Emergency Tickets” is correct.

9. Moreover, most of the “trouble tickets” involve incidents completely unrelated to us. For example, Trouble Ticket 100009396 involved a lightning strike that caused a transformer to catch on fire. As far as I know, Entergy never notified

anyone from my company of the vast majority of these incidents. At this point, it would be difficult, if not impossible to determine which party was actually responsible for a particular incident.

10. In any event, most of the tickets indicate that where there was a true outage, the cause is unknown. Specifically, only 90 out the 800 documents show actual outages; and 21 out of those 90 outage tickets state "Cause Unknown."

11. As I indicated above, customers and other laypersons are often the source of a particular trouble ticket. But customers and other laypersons often do not know a cable line from a telephone line. And, in some cases, when the cable crew arrives following a report of a downed cable line, the crew discovers that the telephone line or other non-cable facilities are down.

12. Other trouble tickets that I reviewed show nothing more than a broken or downed cable service drop. During severe weather, it is not unusual for drops to break because they are very light-weight. But, it is important to note that they are almost always lower on the pole than electric facilities and rarely cause an interruption in electric service. _____

13. I do not believe that the materials in Exhibit 93 were conclusive evidence of anything other than the fact Entergy received service calls.

14. It is accurate to say, according to Entergy's reports, that over the course of six years, 33 outages *may* have *involved* cable. But, I can only verify that 3 were actually caused by cable facilities.

Cox Has Accepted Responsibility For Its Violations

15. Cox has accepted its share of responsibility and has made significant progress making changes to the plant, as required by Entergy. We have worked hard to make a lot of changes at Entergy's request.

16. The majority of the changes required by Entergy can be made without involving Entergy or the telephone company and typically involve bonding, anchor replacements and adjustments to drops. But, it is impossible to correct every violation without the participation of other parties on the pole. Many of the violations that Entergy cites cannot be corrected without Entergy's or telephone's participation.

17. Another big problem we have encountered with the inspection is that the standards used to identify safety violations vary between Entergy and USS. For example, it is not unusual for an EAI representative like Brad Welch to agree to one set of engineering solutions only to have USS overrule them subsequently.

18. This type of utility dysfunction can have serious consequences. In one case, I ordered *and paid for* make-ready in accordance with USS' and Entergy's joint use requirements. After receiving notification from Entergy joint-use personnel that it had completed the work, Steve Breshears, a Cox employee that I supervise, visited the field to find that only about 50% of the work had actually been completed. My construction manager Chip Dunlap notified Entergy's Cindy Thompson who, in turn, pledged to have the work completed properly. About 3 and a half weeks later, Entergy again erroneously notified me that the work was

complete. My field review revealed that the two make-ready orders were incomplete and that Entergy created 3 or 4 new violations on those poles.

19. It is difficult for us to operate under these circumstances. We work in a competitive market environment and must carefully evaluate expensive, resource-draining projects. That is why it is imperative that either Entergy or a third party determine what rules apply so we can manage our plant according to those rules.

20. What I find to be both frustrating – and shocking from a business perspective – is that USS does not purport to find every violation on every pole. Instead, USS' objective is merely to identify a problem pole and have the cable operator conduct a comprehensive review of the problems. This is for both new and existing attachments.

21. In addition, I have never seen any documentation showing that a pole has passed inspection. Receiving proof that a particular pole was cleared is important for future inspections so we cannot be held responsible for violations created by a third party, including Entergy. For Cox, this is especially important. We are unclear as to whether Entergy will inspect us in the future and determine that field variances Tony Wagoner granted are no longer acceptable.

Entergy Has Caused Violations

22. What really troubles me is that Entergy has created violations on poles where Cox has just spent considerable resources correcting problems. In some cases, Entergy installed transformers, creating clearance violations on poles only three months after Cox made corrections USS required. Often Entergy creates these

violations without notifying Cox. These are not isolated instances, but continuing practices. I have provided a number of examples of these problems to ACTA's expert Mickey Harrelson which he addresses in his Reply Declaration.

23. Entergy's theory that cable television facilities are almost always installed last on the poles is wrong. Entergy has added thousands of street lights and new transformers since our initial cable build out in the 1970s and 1980s to serve new developments. Unfortunately, it is clear that Entergy installed many of these street lights without regard for clearances. As a result, these street lights created violations with respect to our cable facilities, causing the pole to be out of compliance with the Code and/or Entergy's joint use standards. Quite often Entergy and USS are citing Cox for "violations" that Entergy itself has committed.

24. In many places, Entergy is enforcing standards against Cox that it does not enforce against itself. For example, in Magnolia and Malvern, Entergy and USS have cited Cox for failing to install guy markers. In the course of attempting to comply with USS' and Entergy's requirements, Cox has placed nearly all of the guy markers USS and Entergy required. In doing so, we observed that on many of those same poles, Entergy has unmarked guys. And, even though we have notified Entergy that these conditions exist, it has not placed markers. It seems to me that accusations that Cox and other cable operators have deplorable plant conditions is disingenuous given that Entergy hasn't even brought its own facilities into compliance with its Requirements.

Entergy Has Made False Statements

25. Following the ice storms of 2000 and 2001, our crews went out to restore service and to repair or replace damaged facilities. Entergy's allegations that we did not inspect or make repairs are not true. We worked just as hard as Entergy to correct ice storm damage. But, since we did not believe it was safe for our workers or contractors to approach poles until Entergy cleared damaged or unsafe electric facilities, we often visited the poles after Entergy's crews. In other cases we could not even make repairs or restore service until Entergy had restored power service to our electronics.

26. Although we worked very hard to repair our facilities and restore service after the ice storms, we did not ride-out and inspect every inch of plant. To do so would be contrary to standard industry practice and would, in any event, have been logistically impossible. Moreover, it is my understanding that Entergy did not inspect every attachment in the aftermath of the storms.

27. Entergy's claims that Cox had inadequate or non-existent maps is absolutely not true. As explained below, Cox's maps are highly detailed and sophisticated.

28. It is also my understanding that Entergy cites a number of downed cable television lines as evidence that cable operators somehow were negligent in maintaining their lines. The truth is that the cable lines Entergy refers to went down during the ice storm of 2000/2001. Regardless of whether Cox's attachments were code-compliant, weather as severe as that we experienced in these ice storms would still have brought our plant, and Entergy's plant, down.

Prior Practices Have Been Disregarded

29. The parties' prior course of dealing has always been—and continues in the field to be—that the parties bring any hazardous issues to the other's attention to address them as soon as possible. One of the fundamental breakdowns in the process appears to be with Entergy's refusal to acknowledge the diversity of requirements in the field and how field personnel managed joint use in the field.

30. For example, over the course of the parties' history, Entergy has not been as concerned with guy markers, anchors or 12 inch separations between communications conductors as it claims to be now. Even if the new concern for these standards at headquarters was legitimate, the field employees and construction crews do not implement these standards consistently. Even if Entergy's Joint Use personnel at headquarters truly intended for formal, written authorizations and documentations of all code variances, the fact remains that the Entergy field personnel, with whom we have a long history in the field, often grant oral approvals, waivers and variations. For example, field personnel have for years allowed us to attach to Entergy's anchors. Entergy personnel also often gave verbal approvals to Cox to apply exceptions to clearance requirements. The fact is that Entergy's description of a consistently administered and enforced joint use system does not reflect the reality in the field.

Entergy Shows Preferential Treatment To Attachers That Hire USS

31. While trying to satisfy Entergy's requirements, I have observed that Entergy is willing to make more concessions to cable operators like Cox that hire USS to perform survey work.

32. In fact, the reason Cox engaged USS, both in Entergy's service area and in Jonesboro (which is not Entergy's service area) was because of political pressure from the pole owners. Before Cox engaged USS, Entergy delayed action on our make-ready requests submitted in connection with its upgrade. After we saw no substantial progress on these requests for about four months, we became very concerned that we were not going to be able to meet our deadlines.

33. At one point, when we were complaining about Entergy's pace of the work, Entergy's Brad Welch stated that perhaps we should hire USS to help improve the pace. To Cox, the message was clear: we would not be able to move forward with the upgrade unless we hired USS.

34. Indeed, after we hired USS, our situation improved in that Entergy seemed willing to move the project forward, albeit at an extremely slow pace. However, Cox is far from satisfied with the services USS provides.

35. Our primary complaints about USS are the same as Comcast's and the other Complainants:

- USS does not identify all violations or non-conforming conditions;
- USS does not prepare make-ready worksheets for the contractors;

- Cox must hire UCI to come in and perform a complete inspection, identify all violations or non-conforming conditions and prepare work orders for construction crews; and
- USS' suggested remediation is often wrong or actually creates violations instead of clearing them.

36. Moreover, whatever progress we were able to make after hiring USS came at an extreme cost. For example, USS charges a premium for services we found to be only marginally useful. As with Comcast, for each pole USS inspected for Cox, Cox had to hire UCI to revisit each pole to prepare make-ready work orders. All things being equal, Cox certainly would have preferred to engage UCI directly to do this work. The only value from USS' work that we have been able to discern, was the favor it incurred with Entergy by engaging USS.

37. I am aware that Cebridge also uses USS, but appears to obtain more benefit from that relationship than Cox. For example, Entergy permits Cebridge—but not Cox—to use certain construction methods to help expedite construction and reduce costs. For example, Entergy permits Cebridge to use stand-off brackets. Stand-off brackets are installed on the poles to help attachers achieve proper clearances. Essentially, attachers affix the brackets in the communications space, perpendicularly on the poles, forming a cross. Instead of attaching to the pole itself, the communications company attaches its facilities to the arms. This is one method of avoiding or deferring a pole change-out or underground construction where there is not enough vertical clearance on a pole.

38. Whether or not a pole owner permits this practice varies from pole owner to pole owner. It seems discriminatory to me, however, for a pole owner to permit one attacher to use this method of construction, but not another. Using stand-off brackets has the potential to save an attacher thousands of dollars associated with pole replacements or underground construction. Allowing one attacher to use this construction technique, but not others, also has competitive implications.

39. Perhaps more important, USS and Entergy permit Cebridge to build its network prior to the telephone companies' doing the necessary make-ready work. This is not an unusual practice, but Entergy has refused to give Cox permission to do this. Recognizing that it can often take months to coordinate make-ready among all attachers on the poles, pole owners often allow attachers to make temporary attachments before the make-ready is completed. In my opinion, it is not evidence of wrong doing, as Entergy alleges, but evidence of two companies working together. Like others, I am ultimately glad to see that Entergy seems capable of working fairly with at least one communications company. I only wish that it would extend the same treatment to Cox.

USS' Inspections Are Flawed And Provide No Benefit To Cox

40. I find the results of USS' inspections to be inconsistent at best. A review of the inspection sheets USS and Entergy turn over, shows that no two USS inspectors produce the same evaluation. I think USS' inadequate results are

because of poor training, little understanding of the NESC, a willingness to be flexible in one case and rigid and unbending in an identical case.

41. At a fundamental level, the audit and inspection program is flawed in its design. Standard industry practice is to hire contractors to perform survey and inspection work on a per-pole basis. This creates an incentive for the contractor to do the work properly the first time because it cannot collect additional payment for time spent correcting defective work or defending its assessment.

42. Furthermore, Entergy's comparisons of USS rates with other firms' rates are deceptive. Typically, parties negotiate a per pole deal for the type of survey and inspection work for which Entergy contracted with USS. The higher hourly rates Entergy cites usually apply to additional services outside the scope of the contract. In other words, the other firms' hourly rates are irrelevant because we would not ordinarily contract survey and inspection services on an hourly basis.

43. More important, the services other contractors like UCI provide are by far more comprehensive—and useful. According to USS, the scope of its engagement is to identify poles with violations with the goal of getting the cable operator out to the pole to assess and make corrections. Typically, when we hire contractors to do survey and inspection work, the contractors identify all of the problems on the poles and then identify the make-ready that must be completed to clear the pole. USS does not do this. USS' only function has been to collect information about the poles and issue a notification when it sees a violation.

44. In any event, I see no benefit from USS' inspections. Cox derives no benefit from the GPS measurements USS recorded or the maps USS produced with them. Cox's maps are far more accurate and detailed than the GPS maps USS creates for Entergy. Cox's maps contain a wealth of information including street addresses and distances between poles. And, given that GPS devices can record erroneous information, our maps are far more accurate and useful. Our maps contain as-measured distances between the poles.

45. In fact, Cox specifically told USS and Entergy that, because it had these very detailed maps, GPS measurements and new maps would be of no use to Cox. It is clear to me that USS' goal is to deliver mapping and database information to Entergy by the end of the audit and inspection program. For example, on August 12, 2004 when I challenged the collection of GPS data, USS' Tony Wagoner told Cox that USS is working on a database to sell to Entergy, based on the information collected during the audit.

46. It is my understanding that USS' services are very valuable to Entergy. Prior to Entergy's engagement of USS, Entergy did not have its own maps or pole numbering system. Historically, we would apply for particular poles by identifying the street address or other geographic identified, not the pole number.

Cox Should Be In This Case

47. I strongly disagree with Entergy's contention that Cox should not be a part of this suit. In Spring 2004, I first became aware that USS was working for Cox in Jonesboro, Arkansas. It is somewhat unclear how USS originally came to

work for Cox. Cox's contracting procedures require company representatives at the Vice-President level to sign contracts. However, at that time no written contract for services between USS and Cox existed. From what Cox can determine, Rod Rigsby, who worked for Cox up until approximately April 2004, contracted with USS as early as April 2003. Mr. Rigsby left Cox to work for USS.

48. From what I could piece together, USS' Tony Wagoner and Mr. Rigsby had entered into what Mr. Wagoner referred to as a "handshake" deal to perform services for Cox in Jonesboro. Mr. Rigsby structured the invoicing system in a way that gave the impression to the casual observer that Cox was paying Jonesboro's City Water and Light Department, not USS. The truth was, however, that Cox was paying USS directly. Once I unraveled the scheme, I made an effort to determine the scope of USS' employment. Cox would have discontinued its relationship with USS, but for political pressure from the City of Jonesboro and another electric pole owner to keep USS involved in the project.

49. In the end, USS significantly increased Cox' projects costs. Before Mr. Rigsby brought USS in, True Vance was performing the work for about \$14 per pole. At some point in April or May 2003 Mr. Rigsby announced that he "re-bid" the project and hired USS. However, no Cox representative has ever been able to find any documentation of a bidding process or any proposal from USS. Cox had budgeted approximately \$600,000 for the original project. After USS was done, Cox paid \$922,000 in engineering costs to USS and an additional \$1.2 million to USS

that USS asserted went to the power companies, minus a 10% “project management fee” that USS retained.

Summary

In this Reply, Complainants the Arkansas Cable Telecommunications Association, Comcast of Arkansas, Inc., Buford Communications I, L.P. d/b/a/ Alliance Communications Network; WEHCO Video, Inc and TCA Cable Partners d/b/a Cox Communications show that the justifications that Entergy Arkansas, Inc. ("EAI" or Entergy") offers for in defense of its unjust and unreasonable conduct far from disproving that Complainants are not entitled to all the relief requested in the Complaint, provides even greater support for Complainants' claims.

EAI's Response, consists of a nearly 300-page main "brief" and thousands of pages of "supporting" documents contained in four large boxes. The purpose of this submission is to tax Complainants'—and the Commission's—resources. EAI seeks to obscure its unlawful behavior behind a fog of mischaracterizations, half-truths, and a mountain of paper.

Entergy's conduct violates bedrock Commission precedent—including cases directed at Entergy itself.

EAI's defense is built on several demonstrably false premises including EAI's assertions that (1) its safety inspection program was needed because cable operators have caused massive outages on Entergy's electric grid (they have not); (2) aerial plant clean-up can be accomplished by punitively singling out one class of attachers, cable operators, to bear the logistical and financial burdens associated with that mammoth undertaking (it cannot); (3) all of EAI's facilities were installed before cable so all spacing violations on the pole must have been created by cable

(they were not); (4) every Entergy standard and procedures is reasonable and must be complied with (they are not); and (5) that plant conditions cannot be placed into broad categories and must be resolved bolt by bolt and pole by pole (they can).

Among other allegations, Entergy has argued long and hard that this audit and the plant corrections have been undertaken to benefit cable operators. But this is not true. As a result of system outages that EAI experienced during some particularly severe ice storms in 2000 and 2001, EAI proceeded with a "safety" program for the specific purpose of finding (and in many cases inventing) safety violations which then could be used as a subterfuge for forcing EAI's plant clean up costs onto cable operators. If the operator had completed its last generation of system upgrades (as Alliance, Comcast and WEHCO had done), they were to be subject to a safety audit. If they had not finished their upgrades (as Cox had not done) the inspection and clean-up costs were a condition and cost of the upgrade. For those operators like Alliance and Comcast who dared challenge EAI and the costs and integrity of its audit, the price was a system-wide moratorium on aerial plant expansion, a permitting freeze.

Despite strong disagreements with Entergy over issues ranging from the basic design of the survey, its costs and the allocation of responsibility for corrections, Arkansas cable operators have attempted to cooperate with Entergy and its contractor USS to correct *bona fide* violations of pole plant. But this has proven to be absolutely futile because many of the plant corrections were caused by EAI and EAI is needed to fix its own plant and/or to require the cooperation of other

pole occupants. Worse, because its own design and construction crews are so unfamiliar with, or indifferent to, the standards of the National Electrical Safety Code (“NESC”), basic electric system construction and basic principles of joint use, EAI crews continue to create new violations virtually every day. In this chaotic and often toxic environment, broadband expansion is being thwarted if not stopped outright by Entergy’s unvarnished abuse of the monopoly pole resource.

For these reasons, Complainants are entitled to all relief requested in the Complaint.

EXHIBIT 4

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of

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ASSOCIATION; COMCAST OF
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v.

ENTERGY ARKANSAS, INC.

Respondent.

File No. _____

DECLARATION OF JEFF GOULD

I, JEFF GOULD, hereby declare:

1. I am over eighteen and competent to give testimony in this matter.
2. I am Director of Engineering for Cox Communications for the Greater Arkansas region.
3. In my capacity as Director of Engineering, I am responsible for construction design and engineering. My responsibilities also include acting as a primary contact to utility companies and other pole owners regarding pole attachment and construction issues.
4. In my capacity as Director of Engineering, I have become involved in the dispute giving rise to the above-captioned complaint.

5. Cox provides service in Arkansas over approximately 8,000 miles of aerial plant. This plant is attached to approximately 65,000 EAI poles and a small number of SBC poles. Cox currently pays Entergy an annual pole attachment rental fee in order to attach to Entergy's facilities.

6. Cox cable systems affected by Entergy and USS' audit so far are in the communities of Magnolia, Malvern, Gurdon and Russellville in Arkansas ("Cox Service Area").

7. Cox serves additional communities in Arkansas that have not yet been affected by Entergy's and USS' audit. That said, Cox is concerned that its other Arkansas cable system will be affected in the future.

8. Cox's experience with Entergy in Arkansas differs slightly from the other cable operators named in the Complaint. Unlike Comcast, Alliance and WEHCO, Cox Communications has recently completed system rebuilds in approximately 13 Arkansas Communities. In addition, it is nearing the end of its rebuild in Gurdon and is beginning a rebuild in Russellville. Cox is in the early stages of planning system upgrades throughout the remaining systems in its Arkansas service territory.

9. My main concerns are that EAI intends to impose many of the same requirements that it has imposed on other Arkansas cable systems. I am concerned that this will come in the form of inspections of the systems Cox has already rebuilt and the permitting process for the remainder of the systems Cox intends to upgrade.

Initial Construction of the Cox Service Area

10. The best of my knowledge, Cox's predecessors constructed the cable systems in the Cox Service Area in the mid-1970s. Cox acquired the systems in 1999 and has operated cable systems in and around the Cox Service Area since then.

11. Cox's predecessor entered into a pole attachment agreement with Arkansas Power & Light Company on January 1, 1985 and, to the best of my knowledge, assigned that agreement to Cox. This agreement is currently in effect (the "Cox Pole Agreement").

12. Cox's predecessor built almost all of the Cox Service Area cable systems prior to 1985. To the best of my knowledge, Cox's predecessor constructed these systems according to the then-applicable engineering specifications.

13. I am unaware of Cox's engineering, construction and maintenance practices being a source of dispute, or even controversy, with Entergy before 2002.

Cox's Upgrade of the Malvern, Magnolia, Gurdon and Russellville

14. In 2002 Cox began to upgrade our cable systems in Malvern and Magnolia. As a result, we were able to expand dramatically the video services we could provide, including advanced communications services such as high speed Internet access.

15. Within the inspected communities of Magnolia and Malvern, Cox attaches to approximately 6,000 poles owned by EAI. We completed the Magnolia and Malvern upgrade project in 2003.

16. Throughout year-long upgrade, EAI was aware of the project and, to the best of my knowledge, raised no objections to Cox's engineering, construction and maintenance methods.

17. In 2001, Cox began setting its own anchors. Prior to that, it was my understanding that EAI consented to Cox's use of EAI anchors for attachment. To the best of my knowledge, this was consistent with EAI's position during the initial construction of the cable plant.

18. Cox is currently preparing to upgrade its system in Russellville and is completing its upgrade in Gurdon. Some of USS' post-installation inspection took place before the Gurdon upgrade was completed. As I understand it, the remainder of the system will be inspected after the upgrade.

USS

19. At the time Entergy retained USS, I was not aware of any Request For Proposal or solicitation of competitive bidding for the project.

20. Since USS started inspecting Cox's plant in early 2002, we have received numerous invoices from EAI inspection charges in Malvern and Magnolia, totaling more than \$289,121.52.

21. These invoices did not include any itemization, description of charges, or information other than the USS invoice number, the billing period and a total amount due.

22. It was not until March 2004 that Entergy/USS began submitting itemized invoices for Malvern.

23. Those invoices included a number of inappropriate charges that I do not believe should be Cox's responsibility. For example, those invoices show

- a. That Entergy failed to allocate properly individual and common costs among other attachers;
- b. Charges for inspections of telephone company poles and poles upon which Cox has no attachments;